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But contracts between competitors fixing prices are almost universally declared invalid because restricting competition and tending toward monopoly. *Cummings v. Union Blue Stone Co.*, 164 N. Y. 401; *Nester v. Continental Brewing Co.*, 161 Pa. St. 473. In these cases the test of reasonableness is not involved; except that if it has no tendency at all toward monopoly the contract is valid. *Phillips v. Iola Portland Cement Co.*, 125 Fed. 593. But complete monopoly is not essential. *Chicago, etc. Coal Co. v. People*, 214 Ill. 421. Nor is the fact material that the restraint is partial, in that the market controlled is small. *Craft v. McConoughy*, 79 Ill. 346. That the present prices fixed are reasonable does not make the contracts valid. *Central Ohio Salt Co. v. Guthrie*, 35 Oh. St. 666. Nor is the argument of weight that the contract prevents ruinous competition. *More v. Bennett*, 140 Ill. 69. The totality of public policy is the test. Hence, because they felt that public policy favored the restriction of liquor sales, some courts have sustained such agreements. *Anheuser-Busch Brewing Ass'n v. Houck*, 27 S. W. 692 (Tex.). Similarly, if courts cease to regard unrestricted competition as a *panacea* and unmixed blessing, they may find nothing against public policy in agreements between competitors fixing prices under some circumstances. *Park & Sons Co. v. National Wholesale Druggists' Ass'n*, 175 N. Y. 1; *Over v. Byram Foundry Co.*, 37 Ind. App. 452, 458.

SPECIFIC PERFORMANCE — AFFIRMATIVE CONTRACTS — CONTRACT FOR SALE OF EXPECTANT ESTATE. — A devised land to B in fee, provided she remained his widow; but if she should marry, then to C, D, and E. B, while still a widow, conveyed her estate to C and D; then D conveyed to C. E had agreed to sell her interest to C. C filed a bill to compel E to convey. *Held*, that the decree will not be granted. *Cummings v. Lohr*, 92 N. E. 970 (Ill.).

At common law, a contingent interest in land was not alienable to a stranger; it could, however, always be released to the one having the estate in possession. *Williams v. Esten*, 179 Ill. 267; WILLIAMS, REAL PROPERTY, 21 ed., 367. In the principal case C held the estate in possession, and as E had the only outstanding interest, his right to specific performance of the contract to convey would seem to be clear. C's position as the one in possession of the preceding estate was apparently not noticed, and the court, treating him as a stranger, denied relief. If C were to be treated as a stranger, the apparent impossibility of rendering an effective decree would seem to be the ground for refusing specific performance. A deed purporting to convey an expectant estate is treated as an executory contract enforceable only on the vesting of the estate. *Mudge v. Hammill*, 21 R. I. 283. A decree ordering such a conveyance would accomplish nothing. But this difficulty might be overcome, it is submitted, by a decree ordering a conveyance with covenant of warranty. *Cf. Robertson v. Wilson*, 38 N. H. 48. By estoppel, the estate would vest in the grantee if B married. Or a decree that the defendant convey when the estate vests would be equally effective. *Cf. Pegge v. Skynner*, 1 Cox Ch. 23.

STATUTE OF FRAUDS — PART PERFORMANCE — CONTRACT TO DEVISE LAND FOR PERSONAL SERVICES. — The plaintiff lived with the defendant's intestate, performing many personal services and submitting to strict theories of living, in consideration of a parol promise to devise the house to her. This was not done, but shortly before the intestate's death the keys of the house were given to the plaintiff. A recovery for most of the services in *quantum meruit* would be barred by the Statute of Limitations. *Held*, that specific performance of the contract should be granted. *Gladville v. McDole*, 93 N. E. 86 (Ill.).

It is well settled in England that performance of personal services of any sort will never take a parol contract for the conveyance of land out of the Statute of Frauds. *Maddison v. Alderson*, 8 App. Cas. 467. This is based on the doctrine that specific performance is granted only if the plaintiff's performance